

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

SEAN M. MURRAY,

Debtor.

_____X

SEAN M. MURRAY, Debtor Pro Se

Plaintiff,

Chapter 7

-v-

Case No. 17-44157 (ESS)

SPECIALIZED LOAN SERVICING, LLC,
NATIONSTAR MORTGAGE LLC D/B/A MR
COOPER, AS SERVICING AGENTS FOR FEDERAL
HOME LOAN MORTGAGE CORPORATION, and
JOHN AND JANE DOE CORPORATIONS AND
ENTITIES,

Adv. Proc. No. 18-01141

Defendants.

_____X

ANSWER OF NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER

Nationstar Mortgage LLC d/b/a Mr. Cooper (“Nationstar”), by and through its undersigned counsel, as and for its Answer to the Complaint of plaintiff Sean M. Murray (“Debtor”), dated December 21, 2018 (the “Complaint”), states as follows:

1. Denies knowledge or information sufficient to form a belief to each and every allegation contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 13, 14, 19, 20, 21, 24, 32, 33, 34, 35, 36, 37, 38, 39, 40 & 57 of the Complaint and refers all questions of law to the Court.

2. Admits the allegations of paragraph 9 of the Complaint.

3. Denies each and every allegation in paragraph 10 of the Complaint and avers that on December 13, 2017 Nationstar filed a motion for relief from stay in this proceeding.

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 11, 12, 15, 22, ,25, 26, 31 of the Complaint and respectfully refers to the Bankruptcy Court's Docket and the documents themselves for their respective contents, which speak for themselves.

5. As to the allegations set forth in paragraph 16 of the Complaint, Nationstar admits that it is a limited liability company with its principal place of business at 8950 Cypress Waters Boulevard, Coppell, Texas, 75091. Except as so admitted, Nationstar denies each and every allegation contained in paragraph 4 of the Complaint.

6. As to the allegations set forth in paragraph 17 of the Complaint, Nationstar admits that it is formed under the law of the state of Delaware. Except as so admitted, Nationstar denies each and every allegation contained in paragraph 4 of the Complaint.

7. Denies knowledge or information sufficient to form a belief to each and every allegation contained in paragraphs 18 of the Complaint.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 23, 24, 25, 26, 27 & 28 of the Complaint and respectfully refers all questions of laws to the Court and begs leave of this Court to refer to original documents to establish the contents thereof.

9. Denies each and every allegation contained in paragraph 29 of the Complaint and refers all questions of law to the Court.

10. Denies each and every allegation in paragraph 30 of the Complaint and avers that on December 13, 2017 Nationstar filed a motion for relief from stay in this proceeding.

AS AND FOR AN ANSWER TO THE FIRST CAUSE OF ACTION

11. In response to paragraph 41 of the complaint, Nationstar repeats and reiterates each of the above answers to paragraphs 1 to 10 of the Complaint with the same force and effect as if fully set forth herein.

12. Denies each and every allegation contained in paragraphs 42, 43, 44 & 45 of the Complaint and refers all questions of law to the Court.

AS AND FOR AN ANSWER TO THE SECOND CAUSE OF ACTION

13. In response to paragraph 46 of the complaint, Nationstar repeats and reiterates each of the above answers to paragraphs 1 to 12 of the Complaint with the same force and effect as if fully set forth herein.

14. Denies knowledge or information sufficient to form a belief to each and every allegation contained in paragraph 47, 48, 49 50, 51 & 52 of the Complaint and refers all questions of law to the Court.

CONSOLIDATED CLAIMS FOR RELIEF

15. In response to paragraph 52 of the complaint, Nationstar repeats and reiterates each of the above answers to paragraphs 1 to 14 of the Complaint with the same force and effect as if fully set forth herein.

16. Denies knowledge or information sufficient to form a belief to each and every allegation contained in paragraph 53, 54, 55 & 56 of the Complaint and respectfully refers all questions of laws to the Court and begs leave of this Court to refer to original documents to establish the contents thereof.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

17. The Complaint fails to state a claim upon which relief may be granted.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

18. Effective as of December 18, 2017, Debtor's subject loan was transferred from Nationstar to successor servicer, SLS, and thus Nationstar was not a party to Debtor's loan modification efforts.

19. By letter, dated April 13, 2018, Nationstar withdrew its motion for relief from stay because the subject loan was transferred to SLS, as the new servicer [Docket No. 56].

20. By letter, dated April 18, 2018 [Docket No. 62], Gross Polowy provided a status report indicating that SLS approved Debtor for a trial payment plan with payments beginning April 1, 2018 through June 1, 2018.

21. Accordingly, no relief is sought in the Complaint as against Nationstar that Debtor has not already received.

22. The Court therefore lacks jurisdiction over the Complaint as against Nationstar.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

23. Nationstar repeats the allegations of paragraphs 18 through 22 of this Answer with the same force and effect as if fully set forth herein.

24. The claims asserted in the Complaint against Nationstar are therefore moot.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

25. That the Plaintiff lacks standing to assert the claims raised in the Complaint.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

26. Nationstar repeats the allegations of paragraphs 18 through 22 of this Answer with the same force and effect as if fully set forth herein.

27. Debtor is therefore estopped from bringing the claims asserted in the Complaint against Nationstar.

WHEREFORE, Nationstar respectfully requests that this Court dismiss Debtor's claims and enter judgment in its favor and grant it such further and different relief as the Court deems just and proper.

Dated: January 22, 2019
Westbury, New York

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 22, 2019, I caused the foregoing ANSWER OF NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER to be electronically filed with the Clerk of Court by using the CM/ECF system, and true and correct copies have been served via first class mail on the following parties:

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January 22, 2019

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By: /s/ Cleo Sharaf-Green
Cleo Sharaf-Green